CONTRACTS—LEGALITY—VIOLATION OF STATUTE.—SUNFLOWER LUMBER CO. v. TURNER SUPPLY CO., 48 So. 510 (ALA.).—*Held,* that when statutory conditions for the conduct of business are not complied with, agreements made in the course of the business are void if the conditions are made for the benefit of the public, but valid if the conditions are for revenue purposes, even though a specific penalty is imposed.

In determining whether contracts made in the course of a business in which statutory conditions have not been fulfilled are valid, the intent of the Legislature is to be found in the language of the statute or in the purpose sought to be accomplished. *Miller v. Ammon,* 145 U. S. 421. Many cases hold that, if the language of the statute simply imposes a penalty without a direct prohibition to enter upon the contract, the mere penalty does not invalidate the contract. *Johnson v. Hudson,* 11 East 180; *Rahter v. Nat. Bank of Lancaster,* 92 Pa. St. 393. But many other courts hold that the imposition of a penalty implies a prohibition. *Miller v. Post,* 83 Mass. 434; *Aiken v. Blaisdell,* 41 Vt. 655. The purpose of the statute, therefore, is the better criterion. It is generally held that, if the object of the statute is to facilitate the collection of revenue, contracts made in variance with it are nevertheless valid; but, if the purpose is to protect public health or morals or to prevent fraud, such contracts are void. *Lindsey v. Rutherford,* 56 Ky. 245; *Mandebaum v. Gregovitch,* 17 Nev. 87.

CRIMINAL LAW—HEARSAY EVIDENCE—CONFESSION THROUGH INTERPRETER.—PEOPLE v. RANDAZZIO, 87 N. E. 112 (N. Y.).—*Held,* that the transcript of stenographic notes of an alleged confession claimed to have been made by the accused in the district attorney's office through an interpreter who swore that he had correctly interpreted was not inadmissible as hearsay because the interpreter was not selected by the defendant, but by the district attorney.

When an interpreter has been selected by one person to make a communication to another, the interpreter is regarded as the agent of the first, and accordingly the statements of the interpreter are admissible as original evidence and are not hearsay. *Camerlin v. Palmer Co.,* 10 Allen (Mass.) 539; *McCormick v. Fuller,* 56 Iowa 43. Where the interpreter has been employed by the party other than the one making the communication, both parties are presumed to have constituted the interpreter their joint agent. *Commonwealth v. Vose,* 157 Mass. 393. In the case of *Commonwealth v. Storti,* 177 Mass. 339, a confession was admitted in evidence under conditions analogous to those in the present case on the ground that it was the best evidence. It is to be noted, however, that it is always necessary that the interpreter, unless he is dead, insane or out of reach of process, be present at the trial and testify to the correctness of the translation. *State v. Noyes,* 36 Conn. 80; *State v. Abbatto,* 64 N. J. L. 658.

CRIMINAL LAW—NEW TRIAL—MISCONDUCT OF JURORS—USE OF LIQUOR.—BILTON v. TERRITORY, 99 PAC. 163 (OKLA.).—*Held,* that the use of intoxi-

cating liquor as a beverage by a juror during the trial and consideration of a capital case will vitiate a verdict of guilty, and entitle the accused to a new trial.

The general rule of law on this point seems to be that the use of intoxicating liquors by the jury, or a juror, is not ground for a new trial in the absence of any showing that injurious consequences resulted therefrom. *Jones v. People,* 6 Colo. 452. The fact that some of the jurors drank intoxicating liquor during the trial raises a presumption against the validity of the verdict which may be rebutted by proof that the jurors were not intoxicated. *State v. Madigan,* 57 Minn. 425. But many cases hold that secret drinking of intoxicating liquor by the jury in the jury room is such misconduct as throws the burden on the state of proving, on a motion by the prisoner for a new trial, that he was not injured thereby. *State v. Greer,* 22 W. Va. 800. And the modern tendency seems to be that the courts will not inquire whether the juror was affected by what he drank, for the only safeguard to purity and correctness of the verdict is that no drinking shall be allowed. *Davis v. State,* 35 Ind. 496; *Pelham v. Page,* 6 Ark. 535. And this is especially true in capital cases. *People v. Douglass,* 4 Cow. 26 (S. C.). In Texas and Iowa no drinking at all is allowed. *Jones v. State,* 13 Tex., 168; *State v. Baldy,* 17 Iowa 39.

DOWER—ESTATES AND INTERESTS SUBJECT—ASSIGNMENT.—BAKER V. BAGG, ET AL., 114 N. Y. SUPP. 660.—*Held,* that where a son, prior to his father's death, had assigned all of the interest in the estate of the father which he might acquire after his death, the wife of the son had no dower in the real estate of the father which descended to the son, subject to the right of the assignee.

To entitle a wife to dower, the husband must, during coverture, have been seised, either in fact or in law of an estate of inheritance. *Phelps v. Phelps,* 143 N. Y. 197. This seisin also must be a beneficial seisin. *Maybury v. Brien,* 15 Pet. (U. S.) 21; *Gully v. Ray,* 57 Ky. 107. And, where the husband serves merely as a conduit, through which title passes to a third party, it is held that he is not beneficially seised. *I Washburn, Real Prop.,* 188, 6th ed.; *Fontaine v. Boatmen's Sav. Inst.,* 57 Mo. 552.

EXECUTORS AND ADMINISTRATORS—COMPENSATION—SERVICES AS ATTORNEY.—ORDINARY V. CONNOLLY, ET AL., 72 ATL. 363 (N. J.).—*Held,* that an administrator, who is an attorney, and who prosecutes a suit at law upon the bond of a former administrator, is entitled to a counsel fee as well as taxed costs to be included in the assessment of damages upon a judgment recovered on the bond against the derelict administrator and his surety.

One line of decisions holds that where a proper administration of an estate requires professional services the executors or administrators may themselves perform such necessary services as attorneys, and be entitled to resonable compensation therefor. *Teague v. Corbitt,* 57 Ala. 607. On the other hand, many courts have adopted the doctrine that no allowance can be made to an attorney for professional services rendered an estate